	EST FOR QU		THIS RFQ [									PAGES 18		
(THIS IS NOT AN ORDER)  1. REQUEST NO.   2. DATE ISSUED				D 3. REQUISITION/PURCHASE REQUEST N			5	CERT.	FOR NAT. D	EF UNDER	2	RATING		
Q8A4AAC0002 8/19/20						033/A20084AH0006			BDSA REG. 2 AND/OR DMS REG. 1					
5a. ISSUED BY				1,				6. DEL	IVER BY (Dat	e)				
U. S. Dept of HUD Atlanta Contracting Operation Branch						·								
	mta contra Marietta Si													
				<b>,</b>										
Atlanta, Georgia 30303  5b. FOR INFORMATION CALL (NO COLLECT CALL)						LS)			IVERY					
NAME						TELEPHONE NUMBER				ESTINATIO	N	П	OTHER	
					CODE	CODE NUMBER						_	(See Schedule)	
Email: Joy.V.Fryer-Scott@Hud.gov 678						732-2902	90. [				ESTINATION			
								a. NAM	E OF CONSIG	NEE.				
8. TO:														
a. NAME			b.	COMPANY				b. STR	EET ADDRES	S				
A STREET ADDRESS								c. CITY						
c. STREET ADDRESS						C. On t								
d. CITY				e. STATE	STATE f. ZIP CODE d.				STATE e. ZIP CODE					
	URNISH QUOTAT		HE IM	PORTANT: This is a r	equest for	information, and quo	otatio	ns furnish	ed are not offe	rs. If you a	re unabl	e to quote	, please so	
	FICE IN BLOCK 5/ OSE OF BUSINES		inc	licate on this form and curred in the preparation	return it to : n of the sub	the address in Block	( 5A. tation	This requ	iest does not d tract for suppli	commit the (	Governm es Sun	nent to pa	y any costs of domestic origin	
			un	less otherwise indicate	d by quoter									
Sept	ember 2, 2	2008	mı	ust be completed by the	•									
ITEM NO.	I	SHPPH	ES/SERVIC			de applicable Federal, State and QUANTITY			local taxes) UNIT UNIT			AMOUNT		
(a)	(b)					QUANTIT	<u>'</u>	(d)		(e)			(f)	
1	Provide on-site interior and			terior review of	Est. 6	Est. 60		ıch					•	
	appraisals for	r Orland	o, Florida	in the following										
counties: Orange, Seminole, Osc				Osceloa, Volusia,										
	Brevard, Lak	e, Indiar	n River, C	Okeechobee, St										
	Lucie.	ŕ	,	•										
					1									
	1													
							1							
									,					
					1		ĺ							
	<u> </u>		a 10 C	CALENDAR DAYS (%)	b. 20 C	ALENDAR DAYS (9	%\\ 	c. 30 C	L ALENDAR DA	YS (%)	-	d CALE	NDAR DAYS	
12. DISCOUNT	FOR PROMPT PA	AYMENT :		· · · · · · · · · · · · · · · · · · ·						(,			PERCENTAGE	
NOTE: Additional provisions and representations are					are not	attached.								
13. NAME AND ADDRESS OF QUOTER a. NAME OF QUOTER					_	SNATURE OF PER	SON	AUTHORIZED TO			15.	15. DATE OF QUOTATION		
					SIC	SIGN QUOTATION								
b. STREET AL	DDRESS				+				16. SIGNE	R	l			
					a. NAN	a. NAME (Type or print)					b. TELEPHONE			
c. COUNTY											AREA CODE			
d. CITY e. STATE f. ZIP CODE					C. TITL	c. TITLE (Type or print) NUMBER								

### SCHEDULE C

### STATEMENT OF WORK (SOW)

For

### FIELD REVIEW OF APPRAISALS

### C.1. GENERAL.

C.1.1. SCOPE OF WORK. The contractor shall perform on-site interior and exterior field review of appraisals for the Department of Housing and Urban Development (HUD) Atlanta Homeownership Center (HOC).

### C.1.2. BACKGROUND INFORMATION.

The Atlanta HOC has a Headquarters generated quarterly requirement with a deadline to review a percentage of Federal Housing Administration (FHA) roster appraisers, score the findings, and recommend actions/sanctions for those appraisers who are found not to be performing in a satisfactory manner. The findings are due in Headquarters by the 15th of the first month in the following quarter. For example: the report for the 2nd quarter (1/1/08 – 3/31/08) would be due in Headquarters on 4/15/08. These reviews are a Departmental priority with the removal of unsatisfactory performing appraisers as expeditiously as possible. To facilitate this requirement, the Atlanta HOC utilizes state licensed or certified appraisers (contractors) to perform the on-site field reviews of properties and/or appraisals. The performance of the contractor is a vital link in the process. Providing these services in a timely manner is critical to this process and to HUD's mission. It is essential that the contractor meet the time frames/deadlines established in the resulting contract.

GEOGRAPHIC AREA OF CONSIDERATION. Services under the resulting contract will be performed in the following counties for the state of Florida: Orange, Seminole, Osceloa, Volusia, Brevard, Lake, Indian River, Okeechobee, and St Lucie.

# C.1.3. PERSONNEL QUALIFICATIONS AND RESTRICTIONS.

- C.1.3.1. The contractor, including employees, subcontractors, or consultants performing field reviews of appraisals under the resulting contract shall possess a current appraiser's license or certification for the state which the subject property is located.
- C.1.3.2. The contractor, including employees and subcontractors (excluding clerical staff), must be active appraisers on the FHA Roster. Field reviews performed by a registered/trainee appraiser will not be accepted.
- C.1.3.3. During the contract period, if the contractor is relieved of their appraisal license, issued a Limited Denial of Participation, debarred or otherwise sanctioned, either on State or Federal level, in regards to their ability to perform appraisal or review appraisal work, this contract shall be terminated for default and the contractor shall be paid for only those reviews deemed acceptable by the Government Technical Representative (GTR)/Government Technical Monitor (GTM).
- C.1.3.4. The contractor, and contractor's employees (full time, part time or subcontracted), must avoid conflicts of interest, which affect in reality or in appearance, the credibility of the field review report.
- C.1.3.5. The contractor shall not have any financial interest, affiliation or interest, direct or indirect, in the property assigned for review under the resulting contract. Should the contractor be assigned an appraisal which results in an actual or potential conflict of interest, the contractor shall take no action on the review, but shall refer it immediately to the GTR/GTM for reassignment. Any violation of this section is grounds for termination and denial of all payments.
- C.1.3.6. The contractor shall not review any appraisal from any mortgagee/appraisal firm which employs the contractor, or any of the contractor's employees or immediate relatives, or which the contractor performs consulting services.

# C.1.4. QUALITY CONTROL.

C.1.4.1. The contractor shall develop quality control plan that at a minimum address (1) procedures that will ensure appraisals are 100% complete, error free, and within the time frames established in section C.5.2 of this statement of work, (2) how the contractor will ensure continuous coverage by a qualified appraiser during absences or emergencies. The quality control plan shall be submitted with the offeror's quote in order to allow the Government the opportunity evaluate and approve the plan prior to making an award.

### C.1.5. QUALITY ASSURANCE.

C.1.5.1. During the contract period the GTR/GTM will conduct periodic field reviews of the contractor's work. If during these reviews an appraisal review is found to be unacceptable due to the contractor's errors or omissions, the GTR/GTM will direct the contractor to reevaluate a specific property and/or appraisal in accordance with the HUD Clause 2452.246-70, Inspection and Acceptance. The contractor shall not receive any additional compensation. The reevaluation shall be completed under the same deadline and the contractor shall comply with all contract requirements applicable to the initial review.

### C.1.6. OPERATING HOURS.

C.1.6.1. The Atlanta HOC hours of operation are Monday through Friday 8:00AM to 4:30PM Eastern Time. The FHA Connection web-based system operational hours for data input are Monday through Friday, 8:00 AM to 9:00PM and Saturday, 8:00AM to 8:00PM Eastern Time. The contractor may request information necessary to complete all tasks under the statement of work during normal operating hours.

### C.1.7. INSPECTION OF RECORDS AND FILES.

C.1.7.1. The contractor shall maintain all contract records, reports, correspondence, and supporting data in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) and maintain copies for the time period specified therein. If requested during this time period, all records shall be available for review by the GTR/GTM. The contractor shall return the original appraisal along with a signed copy of the ARR and attachments with the return of each Appraisal Review Package assigned.

### C.2. DEFINITIONS.

#### C.2.1. STANDARD DEFINITIONS.

- C.2.1.2. Contract. A mutually binding legal document obligating the contractor to furnish services and HUD to pay for them.
- C.2.1.3. Contracting Officer (CO/KO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- C.2.1.4. Days. Calendar days, unless otherwise specified.
- C.2.1.5. HUD. The U.S. Department of Housing and Urban Development. The terms "Department of Housing and Urban Development", "HUD" and "Government" shall be synonymous and may be used interchangeably in this contract.
- C.2.1.6. QUALITY ASSURANCE. Those actions taken by the Government to assure services meet the requirements of the SOW and all other service outputs.
- C.2.1.7. QUALITY CONTROL. Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the SOW.
- C.2.2. TECHINCAL DEFINITIONS AND ACRONYMS PECULIAR TO THIS SOW.
- C.2.2.1. ARP. Appraisal Review Package. An assignment of a number of reviews sent together in one package.
- C.2.2.2. ARR. Appraisal Review Report.
- C.2.2.3. FHA. Federal Housing Administration.

- C.2.2.4. FHA Roster. List of appraisers posted on the FHA Connection who are approved to perform FHA appraisals.
- C.2.2.5. GTM. Government Technical Monitor.
- C.2.2.6. GTR. Government Technical Representative.
- C.2.2.7. HOC. Atlanta Homeownership Center, 40 Marietta St., Atlanta, GA 30303-2806.
- C.2.2.8. M&M. Management and Marketing contractor. The name of the M&M will be provided upon contract award.
- C.2.2.9. REO. Real Estate Owned.
- C.2.2.10. Single-Family Properties. Properties with one to four (1-4) units.
- C.3. GOVERNMENT FURNISHED INFORMATION AND SERVICES.
- C.3.1. FHA Connection. HUD will provide access to the FHA Connection web-based system in order for the contractor to complete all tasks required under the resulting contract.
- C.3.2. The Government will conduct a mandatory one day educational /training session located at the Atlanta HOC office on field review procedures, use, and completion of the ARR, HUD Handbook 4150.2, the Performance and Sanction Matrix, use of the FHA Connection system, and recent mortgagee letters and updates. The one day mandatory training will take place no later than thirty (30) days after the contract performance start date.

# C.4. CONTRACTOR FURNISHED ITEMS OR SERVICES.

C.4.1. Except for those items or services listed specifically as Government Furnished in Section C.3, the contractor shall furnish everything required to perform the tasks of the statement of work. The FHA Connection system requires the use of digital photographs and the minimum browser requirement is Netscape 6.2 or Internet Explorer 5.5. The contractor shall furnish a minimum camera resolution of 800x600 in JPEG medium quality format at 200DPI with a 4X6 image size. The photographs shall be in focus with adequate lighting to permit the viewer to identify the property and the deficiency items.

## C.5. SPECIFIC TASKS.

- C.5.1. The contractor shall be responsible for the management and administration of all tasks assigned under the contract and shall furnish the necessary personnel, materials, labor, services (including all transportation that may be needed), equipment to include digital photographic capability (requirements outlined in C.4.), internet access i.e. Broadband, DSL, direct dial, (HUD's minimum browser requirements for the web-based system is Netscape 6.2 or Internet Explorer 5.5) and any required computer software necessary or incidental to perform the tasks specified herein. HUD will deliver Appraisal Review Packages to the contractor, via overnight delivery or by such other methods the Atlanta HOC deems acceptable.
- C.5.2. The contractor shall perform, as assigned by the HOC, on-site field review of appraisals completed by appraisers on the FHA roster. For each review assignment, the contractor shall inspect the property and return a completed Appraisal Review Report (ARR), to the HOC. The completed ARR shall be returned to the HOC via electronic transmission (FHA Connection) and followed by a mailed hard copy of the complete review, unless otherwise directed by the HOC, as well as all attachments. The hard copy shall be received by the HOC no later than 20 calendar days from the beginning of the performance period. (Note: The 20-day performance period officially begins with the first business day after the date the Appraisal Review Package is received. Example: the contractor receives the assignment on Wednesday, May 7, 2008. The performance period begins on Thursday, May 8, 2008. The performance period ends on Tuesday, May 27, 2008. In the event the 20<sup>th</sup> day falls on a non-business day, the next business day will be considered the date the performance period ends). Each review shall determine the accuracy and quality of the appraisal by ensuring that:
  - The factual information on the appraisal report is correctly reported and supported. If the contractor
    determines the factual information on the original appraisal report is not correctly reported, the contractor
    shall identify the incorrect information and provide the correct information supported by a copy of the

- contractor's data source for each review. Example: For a square footage error, data may be a plat, survey or the contractor's actual measurements with a tape or some other acceptable method.
- 2. Conclusions in the appraisal report are based on data presented. Example, if the data is old or not comparable to the subject, the contractor shall provide data supporting the value of subject and comparables to justify a different value conclusion.
- 3. The property's location is acceptable and the physical structure is eligible for FHA mortgage insurance, as reported.
- 4. Repair requirements made by the roster appraiser are appropriate, not excessive and adequate to preserve the property and protect the health and safety of the occupants. If not, the contractor shall furnish supporting documentation as part of the ARR. Examples of acceptable documentation are photos of defects, home inspection report, termite report, reviewer's first hand report, report from fire/police authorities, structural engineer report, letter from contractor (such as roofer), etc.
- 5. The roster appraiser adequately addressed the requirements of the flood insurance program. If not, the contractor shall furnish supporting documentation such as Federal Emergency Management Association (FEMA) flood map or elevation certification from an engineer.
- 6. The roster appraiser correctly identified and recommended appropriate actions for properties with defective paint surfaces for which mitigation is required.
- 7. Comparable sales are current (within six months of the date of the appraisal) or justification is provided for their use and that the comparables are acceptable for the property.
- 8. Adjustments for location, site/view, design/appeal, and age/condition, are reasonable and appropriate.
- 9. The value by the sales comparison method is appropriate. If it is not, the contractor shall provide additional comparables to support his/her conclusion, including a copy of the data source. A new sales grid is required to support a different value. Example: If the appraiser overvalued the property, the contractor shall furnish comparable sales data that supports the contractor's opinion of value of the subject property and defensible market driven adjustments.
- 10. The replacement cost for a newly constructed property, if applicable, is supported by the cost approach. If not, the contractor shall furnish a completed cost approach.
- 11. The income approach to value for 2-4 unit properties is supported by a Gross Rent Multiplier (GRM) analysis.
- 12. The roster appraiser has applied standard appraisal principles per the Uniform Standards of Professional Appraisal Practice (USPAP) and complied with HUD guidelines found in HUD Handbooks such as 4905.1, Minimum Acceptable Standards for Existing Properties, 4150.1 Rev 1 and 4150.2, Valuation Analysis for Home Mortgage Insurance, HUD Handbook 4145.1 Rev 2, Change 1, Architectural Processing and Inspections for Home Mortgage Insurance, the HUD Homeownership Center (HOC) Reference Guide and current mortgagee letters. These documents can be accessed through the following web link: <a href="https://www.hud.gov/offices/adm/hudclips/">www.hud.gov/offices/adm/hudclips/</a>
- 13. Manufactured homes meet HUD requirements and eligibility criteria.
- 14. If property is located on a private road, its location and accessibility were considered in the appraisal report and compliance with HUD guidelines were required.
- 15. The description of the neighborhood is complete and accurate. If not, the contractor will furnish Multiple Listing Service (MLS) data and/or information from the local jurisdiction (city/county) on school district, zoning, etc.
- 16. Significant physical characteristics are correctly reported. If not, the contractor shall furnish documentation such as a plat showing easements, power lines, deck, etc. The contractor shall support any discrepancies with photographs.

- 17. Utilities are correctly reported. Example: If the subject property's utility services are incorrectly reported, the contractor shall furnish documentation such as a letter from the county or public utilities/Department of Water and Sewer to support the finding.
- 18. The housing type is correctly identified. If not, the contractor shall furnish additional documentation such as photos showing all sides of the house, property tax record/plat, a new sketch, etc.
- 19. Sales concessions are correctly reported, and opinion of market value is properly qualified given the sales concessions. If the comparables had special or creative financing or sales concessions other than costs which are normally paid by the sellers in virtually all sales transactions, the appraiser should make a negative (-) adjustment to reflect these sales concessions. Example: Properties that sold with non-profit down payment assistance programs and the seller increased the sales price to reflect the contribution.
- 20. An analysis of the sales contract and prior sales for the subject shall be reported per USPAP Standards Rule 1-5(a & b). In addition, an analysis of prior sales of the comparables within one year is also required.
- C.5.3. The contractor shall perform an interior and exterior property review. It is anticipated that HUD will ask the contractor to perform interior and exterior property reviews of 100% of the subject properties assigned. The contractor should document any unusual items, noticeable defects and/or oversights not reported by the appraiser, which could affect the health and safety of the occupants or continued marketability of the property. The review shall include, as appropriate, an inspection of the crawl space and the attic.

When access to the property is denied for the interior review, the contractor must fully document attempts made to obtain access and complete an exterior review. The exterior review shall include all items mentioned in C.5.2. The contractor will receive only 60% of the unit price proposed for the estimated quantities for an exterior review.

- C.5.4. The contractor shall perform an exterior inspection of each of the comparable sales.
- C.5.5. The contractor's field review findings for each property inspected shall be documented on the ARR and shall be fully completed and signed by the contractor. The review comments shall be specific and limited to violation items presented in a constructive manner so that the roster appraiser understands those areas of the report which are unacceptable and which need improvement. The ARR and attachments shall be returned to the Atlanta HOC via electronic transmission (FHA Connection) and followed by a mailed hard copy, via overnight mail.
- C.5.6. Digital photographs are required of the contractor and shall include: the interior, as necessary to substantiate findings; exterior (photographs to show the front, rear, and sides) of the subject and all the appurtenant structures; missed repair conditions for the subject; and exterior (front only) of the comparable sales, including any new comparables the contractor used. The photographs shall be in focus with adequate lighting to permit the viewer to identify the property and the deficiency items. Third party photographs are unacceptable. If the rear of the property cannot be accessed for safety reasons, the contractor shall fully document the file. A minimum camera resolution of 800x600 in JPEG medium quality format at 200DPI with a 4X6 image size will be required.
- C.5.7. The ARR information shall be clear, legible and provide substantiated findings limited to violation specific comments. When recommending different comparables on the ARR, the contractor shall assure the recommended comparable properties fully support that statement and were available to the appraiser at the time the URAR was completed.
- C.5.8. Line adjustments exceeding 10%, net adjustments exceeding 15%, and gross adjustments exceeding 25% should be justified in writing by the appraiser. The reviewer shall determine the reasonableness of the adjustments and the validity of the justification, and shall also determine if better comparable properties were available.
- C.5.9. In the event the contractor's field review results in an unacceptable rating, which results in an education or removal sanction, the contractor or the reviewer shall be available to participate in an informal conference or meeting with the Roster appraiser and HUD representatives to discuss the ratings given. HUD will hold these meetings via conference calls.
- C.5.10. In the event the contractor or subcontractor is needed to provide expert testimony and/or give depositions or otherwise participate in litigation with HUD, a separate price will be negotiated and a separate contract issued to cover the contractor's cost.

(End of SOW)

# CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
    - (1) An offeror may obtain a DUNS number-
- (i) Via the Internet at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State, and ZIP Code.
    - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

### 52.204-8 Annual Representations and Certifications.

### ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 531320.
  - (2) The small business size standard is \$2 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at <u>52.204-7</u>, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
  - [ ] (i) Paragraph (c) applies.
- [ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>. After reviewing the ORCA

database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE# TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

# 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).

TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2008)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
  - (1) The clauses listed below implement provisions of law or Executive order:
    - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
    - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
    - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
    - (iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).
- (v) <u>52.225-13</u>, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
  - (2) Listed below are additional clauses that apply:
    - (i) 52.232-1, Payments (Apr 1984).
    - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
    - (iii) 52.232-11, Extras (Apr 1984).
    - (iv) 52.232-25, Prompt Payment (Oct 2003).
    - (v) 52.233-1, Disputes (July 2002).
    - (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
    - (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
  - (1) The clauses listed below implement provisions of law or Executive order:
- (i) <u>52.222-19</u>, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) <u>52.222-20</u>, Walsh-Healey Public Contracts Act (Dec 1996) (<u>41 U.S.C. 35-45</u>) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

- (v) <u>52.222-37</u>, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>) (Applies to contracts of \$100,000 or more).
  - (vi) <u>52.222-41</u>, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.)
- (vii) <u>52.223-5</u>, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (DEC 2007) (<u>42 U.S.C. 8259b</u>) (Unless exempt pursuant to <u>23.204</u>, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
  - (A) Delivered;
  - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - (C) Furnished by the Contractor for use by the Government; or
- (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).
- (x) <u>52.232-33</u>, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (xi) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. App. 1241</u>). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at <u>47.504(d)</u>.)
  - (2) Listed below are additional clauses that may apply:
- (i) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).
  - (ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
  - (iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
  - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

# http://www.arnet.gov/far/

## http://www.hud.gov/office/cpo/hudar/cfm

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—
  - (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public

enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

# 52.219-6 -- Notice of Total Small Business Set-Aside (June 2003)

- (a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) General.
- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

#### ADDITIONAL TERMS AND CONDITIONS

## 2452.203-70 Prohibition Against the Use of Federal Employees.

# PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (FEB 2006)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government

employees. For the purposes of this contract, this prohibition against the use of government employees includes any work performed by he contractor or any of its employees, subcontractors, or consultants.

(End of clause)

# 2452.209-70 Potential Organizational Conflicts of Interest

# POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2000)

- (a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR Subpart 9.5 for detailed information concerning organizational conflicts of interest.
- (b) The nature of the potential conflict of interest is [Contracting Officer insert description]:
- (c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
- (1) Being able to render impartial, technically sound, and objective assistance or advice, or
- (2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
- (d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.
- (e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation.
- (f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

(End of provision)

### 2452.211-70 Effective Date and Contract Period.

### EFFECTIVE DATE AND CONTRACT PERIOD (FEB 2006)

- (a) This contract shall be effective on 1 October 2008.
- (b) The contractor shall complete all work including all deliveries by 30 September 2009.
- (c) Delivery dates for specific services and deliverables shall be as set forth in the Schedule.

(End of clause)

### 2452.222-70 Accessibility of meetings, conferences, and seminars to persons with disabilities.

ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (FEB 2006)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract meets all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and any implementing regulations of the Department. The contractor shall be responsible for ascertaining the specific accessibility needs (e.g., sign language interpreters) for each meeting, conference, or seminar in light of the known or anticipated attendees.

(End of clause)

## 2452.232-70 - Payment schedule and invoice submission (Fixed-Price).

# PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (FEB 2008) (DEVIATION)

- (a) Payment Schedule. Payment of the contract price (see Schedule of the Contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below:
- (b) Submission of Invoices
- (1) Invoices shall be submitted as follows: original to the payment office identified on the award document (e.g., in Block 12 on the SF 26 or Block 25 on the SF 33, or elsewhere in the contract) with a copy to the Government Technical Representative (GTR) and a copy to the Contracting Officer. The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232 25, Prompt Payment.
- (2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF 26 or Block 21 on the SF 33). The contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.
- (c) Contractor Remittance Information. The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

Note: The Contractor is required to submit one invoice with the return of each Appraisal Review Package assigned.

(End of clause)

## 2452.237-70 Key Personnel.

## **KEY PERSONNEL (FEB 2006)**

- (a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.
- (b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows: [List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.]

(End of clause)

## 2452.237-73 Conduct of Work and Technical Guidance.

### CONDUCT OF WORK AND TECHNICAL GUIDANCE (FEB 2006)

- (a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is [to be inserted at time of award] or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
- (1) Causes the contractor to perform work outside the statement of work or specifications of the contract;
- (2) Constitutes a change as defined in FAR 52.243 1;
- (3) Causes an increase or decrease in the cost of the contract:
- (4) Alters the period of performance or delivery dates; or
- (5) Changes any of the other express terms or conditions of the contract.

- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.
- (d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTMs) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.
- (e) Other specific limitations [to be inserted by Contracting Officer]:
- (f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

(End of clause)

# 2452.237-77 Observance of Legal Holidays and Closure of HUD Facilities.

OBSERVANCE OF LEGAL HOLIDAYS AND CLOSURE OF HUD FACILITIES (FEB 2006)

(a)(1) The Department of Housing and Urban Development observes the following days as holidays--

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

- (2) When any holiday specified in (a)(1) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (b)(1) HUD may close a HUD facility for all or a portion of a business day as a result of-
- (A) Granting administrative leave to non-essential HUD employees (e.g., unanticipated holiday);
- (B) Inclement weather;
- (C) Failure of Congress to appropriate operational funds;
- (D) Or any other reason.
- (2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.
- (3) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which HUD employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.
- (c) When contractor personnel services are not required or provided due to closure of a HUD facility as described in this clause, the contractor shall be compensated as follows--
- (1) For fixed price contracts, deductions in the contractor's price will be computed as follows-

- (A) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (B) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, HUD shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(End of clause)

## 2452.239-71 Information Technology Virus Security.

# INFORMATION TECHNOLOGY VIRUS SECURITY (FEB 2006)

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- (b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

[product description, part/catalog number, other identifier, and serial number, if any]

This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery."

- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.
- (d) This clause shall not limit the rights of the government under any other clause of this contract.

(End of clause)

# 2452.246-70 Inspection and acceptance.

# INSPECTION AND ACCEPTANCE (FEB 2006)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) or other individual as designated by the Contracting Officer or GTR.

(End of clause)

# SPECIAL CONTRACT REQUIREMENTS

### LICENSING

Offerors' must provide a current copy of the license or certification of all employees, subcontractors, or consultants performing field reviews of appraisals under this contract.

## ADDITIONAL RESPONSIBILITIES

The Contractor shall take proper health and safety precautions to protect workers, the public and property of others. The Contractor shall, without additional expense to the Government obtain any necessary licenses, insurance, certifications and permits required in the performance of the contract and comply with any federal, state, county and municipal laws, codes and regulations applicable to the performance under this contract. The Contractor shall ensure that these responsibilities apply to all subcontractors.

Effective 1 January 2004, the government requires all contractors conducting business with the government to be registered in the Central Contractor Registration (CCR) data base. Offerors can register at the following website,

www.ccr.gov. Offerors must obtain a Dun and Bradstreet number prior to registration. All offerors who do not have a Dun and Bradstreet number must register to obtain a DUNS number at <a href="https://www.dnb.com">www.dnb.com</a>

### CRIMINAL LIABILITY

It is understood that disclosures of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order number 116523 that may come to the contractor or any person under the contractor's contract in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

### PAYMENT OF POSTAGE AND SHIPPING

All postage and shipping costs related to the submission of the information (including reports and forms) required under this contract shall be paid for by the contractor. The unit prices on the SF-18 Request for Quotation (RFQ), block 11, Schedule, are inclusive of all postage, shipping and delivery charges.

### MARKING

All information submitted to the Contracting Officer or GTR/GTM shall clearly indicate the contract number and indicated the number of reviews for which the information is being submitted.

### **ENVIRONMENTALLY SAFE PACKING**

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

### **Factors for Award**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers. Factors 1 and 2 will be used to evaluate the offeror's technical acceptability:

Factor 1: Prior Experience

Factor 2: Past Performance

Factor 3: Price

FACTOR 1: Prior Experience

The offeror shall provide documented evidence of at least three (3) years of prior experience similar to those required under this Request for Quotation. The offeror must identify the predominant product or service provided, and the names, title, addresses, telephone numbers, fax numbers, and e-mail addresses (if available) of at least two people familiar with the offeror's experience.

### FACTOR 2: Past Performance

The offeror shall provide documented evidence of past performance information regarding the three most recent contracts held by the contractor whether Government or private sector. The information shall include the names, title, addresses, telephone numbers, fax numbers, and e-mail addresses (if available) of the customers for each contract including a brief description of the services performed and the total contract value.

### FACTOR 3: Price

Price will be evaluated by multiplying the estimated number of field review appraisals by the offeror's proposed unit price to determine the total price.

# PRICING INFORMATION.

As total compensation for all on-site field review of appraisals assigned under the resulting contract HUD will pay the contractor a fixed-price unit price per field review of appraisal. The unit price per field review of appraisals shall include all cost associated with performing all the tasks required under the statement of work (i.e., postage, shipping, and travel).

### WORKLOAD ESTIMATES.

The workload estimates listed below reflect HUD's best estimates for the number of reviews required during the contract period. Offerors are cautioned that these quantities are provided strictly for the purpose of estimating contract prices and evaluating offers. Actual quantities may be significantly affected by factors such as changes in market conditions, HUD FHA policies, etc., and therefore are subject to change. HUD does not guarantee that these estimated quantities will be ordered under any contract resulting from this solicitation.

### ESTIMATED NUMBER OF REVIEWS.

The estimated maximum number of reviews is <u>60</u> per year. The estimated minimum number of reviews is <u>5</u> per month. The contractor must be able to process up to 5 reviews per each request; more, if available, with the contractor's concurrence.

### INSTRUCTIONS FOR PREPARING AND SUBMITTING QUOTATIONS

The offeror is advised to carefully read all the terms and conditions of this Request for Quotation (RFQ). Responses submitted for this RFQ are limited to a total of ten pages, excluding the SF-18. Font size shall be 10 pitch, times new roman.

Form SF-18, Request for Quotation;

- a) Provide Duns and TIN numbers in block 11(b);
- b) Blocks 11(e) and 11(f), -Unit Price and Total Amount (unit price X quantity); and
- c) Blocks 13(a) thru 16(b).
- d) Offeror shall provide documented evidence of at least three (3) years of prior experience similar to those required by this RFQ.
- e) Offeror shall provide documented evidence, to be verified by reference checks, of the offeror's past performance of field reviews of appraisal services similar to those in this RFQ.
- f) Offeror shall submit a quality control plan as described in section C.1.4.1 of the statement of work.
- g) Offeror must provide a current copy of the license or certification of all employees, subcontractors, or consultants performing field reviews of appraisals under the resulting contract.
- h) Written questions regarding this solicitation are welcomed. Questions will be accepted through August 26, 2008 via email only to the Contract Specialist list in block 5b of the SF 18.

The offeror must provide all of the above mentioned items; failure to fully and completely comply with these requirements may result in the quote not being considered further for contract award.

Clearly mark the outside of the envelope containing the quotation with the following notation:

### MAILROOM: DO NOT OPEN

RFQ NUMBER: Q8A4AAC0002 ATTN: Joy Fryer-Scott Contract Specialist

Mail to:

U.S. Department of Housing and Urban Development Atlanta Operation Branch, Southern Field Contracting Operation, 4NSFA 40 Marietta Street, 14<sup>th</sup> Floor Atlanta, GA 30303-2806

### Or hand deliver to:

U.S. Department of Housing and Urban Development Atlanta Operation Branch, Southern Field Contracting Operation, 4NSFA 40 Marietta Street, 14<sup>th</sup> Floor Atlanta, GA 30303-2806

NOTE: Your quote must be received by 2:00 PM Eastern Time on September 2, 2008 to the above address.